

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Pat Wood, III, Chairman;  
William L. Massey, and Nora Mead Brownell

Dominion Transmission, Inc.

Docket No. CP01-440-000

ORDER APPROVING STIPULATION AND CONSENT AGREEMENT

(Issued July 11, 2003)

1. The Division of Enforcement of the Office of Market Oversight and Investigations (Enforcement) and Dominion Transmission, Inc. (Dominion) entered into a Stipulation and Consent Agreement (Agreement) to resolve all issues concerning Dominion's unauthorized construction of a injection/withdrawal storage well access road and well pad. We approve the Agreement without modification, as discussed below.

2. This matter arises from the August 31, 2001, abbreviated NGA Section 7 certificate application Dominion filed in Docket No. CP01-440-000, for authority to construct and operate a replacement storage well. In its application, Dominion disclosed that on or about September 1, 1999, Dominion commenced construction of a 1.15-acre well pad and approximately 590 feet of new access road in preparation for the drilling of a new storage injection/withdrawal well, Well No.-13058, to restore the deliverability that was lost with the abandonment of Well No. 5003.<sup>1</sup> This construction was located in Dominion's Racket-Newberne Storage Pool (Racket Reservoir), in the Troy District of Western Gilmer County, West Virginia. At the time this construction took place, Dominion had not yet filed for certificate authority to construct the replacement storage well and above-ground line and tie-in valve/tap facilities. However, Dominion had secured all necessary local, state and federal environmental and cultural resource permits prior to the unauthorized construction. Dominion suspended construction activities on the facilities on October 15, 1999, when Dominion determined that the construction may not

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<sup>1</sup>See Dominion Transmission, Inc., 96 FERC ¶ 62,078 (2001). This order granted Dominion authority to abandon Well No. 5003. Well No. 5003 was plugged and abandoned due to physical malfunctions in 1966 by Dominion's predecessor-in-interest Consolidated Natural Gas Company (CNG).

have been covered by its blanket certificate authority after the Commission ordered an investigation into Dominion's construction activities.<sup>2</sup>

3. The settlement agreement in Dominion's prior uncertificated facilities investigation in Docket No. IN01-4-000 required Dominion to review all of its construction activities for the period January 1, 1997, through the date of the execution of the settlement agreement (February 28, 2001), to identify any unauthorized construction or abandonments. In the settlement agreement, Dominion stated that: "Upon a search of its records, in response to Market Oversight and Enforcement's investigation in this matter, aside from the wells identified in this Agreement, Dominion is unaware of any well(s) at any of its storage fields that it constructed in violation of NGA Section 7(c) during the period January 1, 1977, through the date that a representative of Dominion executes this Agreement." Dominion did not identify the 1999 well pad and road extension construction activities at the Racket Reservoir as required by the settlement In Docket No. IN01-4-000. On February 14, 2002, the Commission certificated the proposed facilities,

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<sup>2</sup>On June 18, 1999, the Commission issued an order authorizing CNG to construct and abandon certain facilities at CNG's North Summit Storage Complex. See CNG Transmission Corporation, 87 FERC ¶ 61,324 (1999). In an order on rehearing, issued October 14, 1999, the Commission ordered Enforcement to conduct a preliminary investigation of CNG's construction activities at its storage fields. 89 FERC ¶ 61, 047 (1999). Ultimately, the Commission found that CNG had disregarded the Commission's regulations, Order No. 234, and revised Order No. 603-A. The Commission referred the unauthorized construction to the on-going investigation in Docket No. IN01-4-000. 90 FERC ¶ 61,103 at 61,328 (2000).

In the investigation in Docket No. IN01-4-000, the Commission directed Enforcement to determine an appropriate remedy for NGA Section 7(c) violations that Dominion's predecessor in interest, CNG, committed at several of its storage fields for unauthorized construction and abandonments. Following an investigation in which several further violations were detected, Enforcement and Dominion entered into a settlement agreement to resolve all issues. Under the settlement agreement, Dominion agreed to : (1) refund \$600,000 to its customers; and (2) file required certificate and abandonment applications to conform its construction activities with the appropriate certificate authorizations. The Commission approved the settlement in March, 2001. 94 FERC ¶ 61,405 (2001).

but referred the issue of Dominion's unauthorized construction activities to Enforcement for further review.<sup>3</sup>

### **The Agreement**

4 Enforcement and Dominion reached an agreement that resolves all issues from the investigation. The Agreement contains a stipulation of facts concerning Dominion's construction of the uncertificated storage well facilities. Under the Agreement, Dominion agrees that it will implement a comprehensive certificate construction and monitoring plan that requires that:

(a) a responsible corporate official review all plans and proposals for all construction activities to ensure that, prior to such construction, the project has the necessary NGA certificate authorization and that all necessary federal permits have been obtained and that appropriate coordination and consultations with state and local permitting authorities have occurred;

(b) for a period of two years, effective from the date of approval of the Agreement, Dominion shall, on a bi-monthly basis, notify the Director of the Division of Pipeline Certificates and the Director of Gas-Environment and Engineering of the Commission's Office of Energy Projects that Dominion proposes to construct jurisdictional facilities pursuant to the following Commission regulations: (a) Section 2.55(b) replacement facilities; and (b) any blanket automatic or prior-notice certificate facilities constructed pursuant to Part 157, Subpart F or Section 284.11(b)(2), provided, however, Dominion shall not report any projects to replace jurisdictional facilities costing in total, including all labor and capital charges, less than \$2,500. Such notification shall contain information that describes the facilities scheduled for construction, the specific location(s) of the facilities, the authority under which the facilities will be constructed and the estimated commencement date of the scheduled construction. Dominion shall provide the notification to the above designated Commission staff by e-mail or fax no later than three business-days prior to beginning construction. Provided further, Dominion shall simultaneously file such notifications electronically with the Secretary of the Commission in an appropriate sub-docket designated in this matter. In the event that Dominion reasonably determines that any construction subject to this notification requirement is urgently required and that any delay could endanger life, health or property or would adversely affect system operations, Dominion may proceed with DOT-required construction that is performed pursuant to Section 2.55(b) or Part 157, Subpart F, including Section 157.17 of the Commission's regulations prior to providing the notice

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<sup>3</sup>98 FERC ¶ 61,161 at 61,595 (2002).

required under this Agreement. In that event, however, Dominion shall provide the required notification within three business-days following the beginning of construction.;

(c) Dominion shall provide a certification under oath, by a responsible corporate official, within six months of the date of a final and non-appealable order approving the Agreement, that Dominion has performed a review of all of its records and attests that, to the best of his knowledge and belief, (a) there are no other uncertificated jurisdictional facilities that are in service or that Dominion has filed for appropriate certificate authority for the facilities, and (b) that Dominion has not physically abandoned any certificated facilities without the requisite NGA Section 7(b) abandonment authority since the effective date of the Dominion-Consolidated Natural Gas merger or that Dominion has filed for appropriate abandonment authority for the facilities. In the event that Dominion identifies any facilities that are in-service but were constructed prior to the effective date of the Dominion-Consolidated Natural Gas merger and where the certificate authority is unclear, Dominion will consult with the Commission's Staff about the issue and may request that the certificated status of certain facilities be clarified in an order or orders issued nunc pro tunc; and

(d) Dominion shall institute an internal compliance program designed to prevent any unauthorized construction, replacement, up-rating or abandonment of jurisdictional facilities in the future. To that end, Dominion regulatory personnel with knowledge of the Commission's regulations shall meet with Dominion's engineering and storage operations personnel at least once every quarter. At those meetings, the operational personnel shall inform regulatory personnel of ongoing and planned construction, replacement, up-rating, or abandonment of projects, and the regulatory personnel shall inform the operational personnel of any relevant changes in Commission rules or regulations.

5. The compliance plan is acceptable in settlement of this matter in large part because Dominion's violation does not appear to result in detriment to the public nor gain to Dominion occurring from its failure to obtain NGA Section 7 certificate authority prior to the construction of the well pad and access road. Dominion provided no storage services and earned no revenues as a result of the construction of the uncertificated facilities. Accordingly, no damages or unjust enrichment are evident, and the compliance plan is calculated to remedy the practices which allowed the uncertificated construction activities to occur.

6. The Agreement resolves all claims by the Commission against Dominion relating to Dominion's failure to seek certificate authority prior to the construction of the facilities identified in this matter.

7. The Commission finds that the Agreement is fair and reasonable and in the public interest.

The Commission orders:

(A) The Commission approves the attached Stipulation and Consent Agreement without modification.

(B) The Commission's approval of the Agreement does not constitute precedent regarding any principle or issue in any proceeding.

By the Commission.

( S E A L )

Magalie R. Salas,  
Secretary.

**UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

**Dominion Transmission, Inc.**

**Docket No. CP01-440-000**

**STIPULATION AND CONSENT AGREEMENT**

**I. INTRODUCTION**

1. The Enforcement Division of the Office of Market Oversight and Investigations of the Federal Energy Regulatory Commission (Enforcement) and Dominion Transmission, Inc. (Dominion) enter into this Stipulation and Consent Agreement (Agreement), which resolves all issues arising from or pertaining to the Order issued in the above-referenced proceeding <sup>1</sup>and the non-public preliminary investigation that Enforcement conducted under Part 1b of the Commission's Regulations, <sup>2</sup> concerning violations of Section 7(c) of the Natural Gas Act (NGA) <sup>3</sup> and applicable regulations by Dominion in connection with Dominion's construction of uncertificated jurisdictional gas storage well facilities.

**II. STIPULATION OF FACTS**

Enforcement and Dominion hereby stipulate and agree to the following:

2. On or about September 1, 1999, Dominion commenced construction of a 1.15-acre well pad and approximately 590 feet of new access road in preparation for the drilling of a new storage injection/withdrawal well, Well No.13058, to restore the deliverability that was lost with the abandonment of Well No. 5003. <sup>4</sup> This construction was located in Dominion's Racket-Newberne Storage Pool (Racket Reservoir), in the Troy District of western Gilmer County, West Virginia. At the time this construction took place, Dominion had not filed for NGA Section 7(c) certificate authority to construct the replacement storage well and above-ground line and tie-in valve/tap facilities. Dominion suspended construction activities on the facilities on October 15,

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<sup>1</sup>Dominion Transmission, Inc., 98 FERC ¶ 61,161 (2002).

<sup>2</sup>18 C.F.R. Part 1b (2003).

<sup>3</sup>15 U.S.C. § 717(f) (2002).

<sup>4</sup>See Dominion Transmission, Inc., 96 FERC ¶ 62,078 (2001). This order granted Dominion authority to abandon Well No. 5003. Well No. 5003 was plugged and abandoned due to physical malfunctions in 1966 by Dominion's predecessor-in-interest Consolidated Natural Gas Company (CNG).

1999, following notice that the Commission ordered an investigation into Dominion's construction activities.<sup>5</sup>

3. On August 31, 2001, Dominion filed an application pursuant to NGA Section 7(c) and Part 157 of the Commission's Regulations<sup>6</sup> for a certificate of public convenience and necessity (August 31 Application) authorizing Dominion to construct and operate a new storage well within the existing limits of its Racket Reservoir. The application specified that Dominion proposed to: (1) construct a 1.15-acre well pad; (2) install 75 feet of 4-inch diameter pipeline to connect the new well to the mainline; (3) install a tie in valve; (4) construct 590 feet of new access road to the new well site from an existing unimproved access road. Dominion's August 31 Application disclosed that it previously constructed the well pad and access road. The Commission certificated the proposed facilities, and referred the issue of Dominion's unauthorized construction activities to Enforcement for further review.<sup>7</sup>

4. The settlement agreement in Dominion's prior uncertificated facilities investigation in Docket No. IN01-4-000 required Dominion to review storage construction activities for the period January 1, 1997, through the date of the execution of the settlement agreement (February 28, 2001), to identify any unauthorized storage well construction or abandonments. In the settlement agreement, Dominion stated that: "Upon a search of its records, in response to Market Oversight and Enforcement's investigation in this matter, aside from the wells identified in this

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<sup>5</sup>On June 18, 1999, the Commission issued an order authorizing CNG to construct and abandon certain facilities at CNG's North Summit Storage Complex. See CNG Transmission Corporation, 87 FERC ¶ 61,324 (1999). In an order on rehearing, issued October 14, 1999, the Commission ordered Enforcement to conduct a preliminary investigation of CNG's construction activities at its storage fields. 89 FERC ¶ 61,047 (1999). Ultimately, the Commission found that CNG had disregarded the Commission's regulations, Order No. 234, and revised Order No. 603-A. The Commission referred the unauthorized construction to the on-going investigation in Docket No. IN01-4-000. 90 FERC ¶ 61,103 at 61,328 (2000).

In the investigation in Docket No. IN01-4-000, the Commission directed Enforcement to determine an appropriate remedy for NGA Section 7(c) violations that Dominion's predecessor in interest, CNG, committed at several of its storage fields for unauthorized construction and abandonments. Following an investigation in which several further violations were detected, Enforcement and Dominion entered into a settlement agreement to resolve all issues. Under the settlement agreement, Dominion agreed to: (1) refund \$600,000 to its customers; and (2) file required certificate and abandonment applications to conform its construction activities with the appropriate certificate authorizations. The Commission approved the settlement in March 2001. 94 FERC ¶ 61,405 (2001).

<sup>6</sup>18 C.F.R. §§ 157.5 et seq. (2003).

<sup>7</sup>98 FERC at 61,595 (2002).

Agreement, Dominion is unaware of any well(s) at any of its storage fields that it constructed in violation of NGA Section 7(c) during the period January 1, 1997, through the date that a representative of Dominion executes this Agreement." <sup>8</sup> Dominion did not identify the 1999 well pad and road extension construction activities at the Racket Reservoir.

5. Dominion's August 31 Application requested authorization to continue to operate and maintain the current Racket reservoir facilities that it uses in the interstate transportation of natural gas. Dominion sought to eliminate any regulatory confusion due to the "grandfathered " certificate status of the Racket Reservoir. Dominion stated that one of its predecessors in interest, Hope Natural Gas Company (Hope), was initially authorized to conduct production, transportation, and sales operations in the Racket Reservoir in 1943. <sup>9</sup> The Racket Reservoir was converted from production to storage operations in 1947. Dominion also stated that the facilities associated with this field had been included in Dominion's cost-of-service in general rate proceedings for many years and was included as part of its storage facilities when Dominion's services were unbundled in compliance with Order No. 636. However, Dominion stated that it had not been able to locate any particular order in which the Commission has expressly certificated the Racket Reservoir's operations as a storage facility engaged in interstate commerce. Dominion states that the earliest located reference to the Racket Reservoir as a storage field was in a 1957 certificate case in which Hope filed to increase the inventory of the Fink Storage pool and the certificating order stated that the gas inventory was stored in the racket Reservoir, Newberne and Fink Storage Pools.<sup>10</sup>

6. Dominion's August 31 Application further requested that, in order to eliminate confusion over whether Dominion had existing certificate authority over the Racket Reservoir, Dominion requested specific and explicit certification of the existing operations and facilities at the Racket Reservoir so as to remove any potential uncertainty about the certificated parameters of the storage field. Dominion further stated that a review of its records disclosed that no additional facilities were constructed and that the existing facilities and operations of the Racket Reservoir are as specified in Exhibit Z-1 of the August 31 Application.

7. Dominion received all necessary federal, state and local environmental, endangered species and historical preservation permits or authorizations prior to the construction of the well pad and access road facilities. As reflected in the Commission Staff's December 6, 2001 Environmental Assessment in Docket No. CP01-440-000, Staff found that there was no adverse environmental impact as a result of Dominion's unauthorized construction of the well pad and access road.

8. The cost of the uncertificated well pad and access road facilities was approximately \$43,628. The total cost of the replacement Well No. 13058 facilities was approximately

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<sup>8</sup>94 FERC at 62,514.

<sup>9</sup>See Hope Natural Gas Company, 3 FPC 994 (1943).

<sup>10</sup>18 FPC 393 (1957).



\$572,534. Dominion provided no storage service and earned no revenue as a result of the construction of the uncertificated well pad and access road.

### III. ALLEGED VIOLATIONS

Enforcement alleges:

9. By constructing the well pad and access road prior to its filing an application for a certificate of public convenience and necessity, Dominion violated NGA Section 7(c), which prohibits the construction or operation of any jurisdictional facilities absent the issuance of a certificate of public convenience and necessity. Because the uncertificated construction activity did not take place within the same physical construction site (right-of-way) as the previously abandoned Well No. 5003, the new injection/withdrawal storage well facilities comprising Well No. 13058 did not qualify as Section 2.55(b)(ii) replacement facilities.<sup>11</sup> Further, Dominion's construction of the uncertificated well pad and access road violated NGA Section 7(c) because injection/withdrawal wells (or any appurtenant portion thereof) do not meet the definitional criteria of Section 157.202(b) that encompass eligible facilities permitted under the Commission's blanket certificate regulations under Part 157 Subpart F.<sup>12</sup> Specifically, under the exclusionary provisions of Section 157.202(b)(ii)(D) governing eligible blanket certificate facilities, a facility that alters the certificated capacity, deliverability, or storage boundary, or wells needed to utilize an underground storage field are excluded. In Orders 603,<sup>13</sup> 609<sup>14</sup> and 609-A,<sup>15</sup> the Commission expressly excluded new injection/withdrawal storage wells from the Subpart F blanket certificate provisions of Part 157 because such wells may inherently alter the deliverability, capacity or boundary of a gas reservoir and required that such wells be approved only under a separate NGA Section 7(c) authorization.

10. Because Dominion failed to disclose to Staff during the pendency of the prior investigation in Docket No. IN01-4-000 that it constructed the well pad and access road without

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<sup>11</sup>18 C.F.R. §2.55(b)(ii) (2003).

<sup>12</sup>18 C.F.R. §157.202(b) (2003).

<sup>13</sup>Revision of Existing Regulations under Part 157 and Related Sections of the Commissions Regulations Under the Natural Gas Act, FERC Stats. & Regs., ¶ 31,603 at 30,796 (1999).

<sup>14</sup>Landowner Notification, Expanded Categorical Exclusions, and Other Environmental Filing Requirements, FERC Stats. & Regs. ¶ 31,082 at 30,960 (1999).

<sup>15</sup>Landowner Notification, Expanded Categorical Exclusions, and Other Environmental Filing Requirements, FERC Stats. & Regs. ¶ 31,095 at 31,499 (2000).

NGA Section 7(c) certificate authority, Dominion also violated the terms of that Agreement.

Dominion responds:

11. With respect to the allegations set forth in Section III. Paragraph 9 above, it is Dominion's position that at the time the well pad and access road construction took place, Dominion believed that such facilities were subject to its existing blanket certificate and that Dominion was acting within its interpretation of Commission precedent in the proceeding without first seeking certificate authority.

12. With respect to the allegations set forth in Section III. Paragraph 10 above, Dominion maintains that its relevant representations in the Docket No. IN01-4-000 Stipulation and Consent Agreement related only to the construction of wells in its storage fields. Dominion maintains that the construction of the well pad and access road in preparation for the drilling of the new well, Well No.13058, was not within the terms of its representation. Accordingly, Dominion expressly denies that it violated the Docket No. IN01-4-000 Agreement.

13. Dominion neither admits nor denies that it violated any provision of the NGA or the Commission's regulations and expressly asserts that it was not unjustly enriched by, received a competitive advantage, or otherwise profited from the alleged activities described in this Agreement. However, in order to avoid potential litigation with respect to the matters described or referred to herein, to avoid uncertainty, and to effect a complete and final settlement of the investigation herein, and without admitting that any violations occurred, Dominion enters into this Agreement.

#### **IV. REMEDY**

14. Dominion agrees that it will implement a comprehensive certificate construction and monitoring plan that requires that:

- A. a responsible corporate official review all plans and proposals for all construction activities to ensure that, prior to such construction, the project has the necessary NGA certificate authorization, that all necessary federal permits have been obtained and that appropriate coordination and consultations with state and local permitting authorities have occurred; and
- B. for a period of two years, effective from the date of approval of this Agreement, Dominion shall, on a bi-monthly basis, notify the Director, Division of Pipeline Certificates and the Director, Division of Gas- Environment-and Engineering of the Commission's Office of Energy Projects that Dominion proposes to construct

jurisdictional facilities and appurtenances within the next two months pursuant to the following: (a) Section 2.55(b) replacement facilities; and (b) any automatic

blanket facilities constructed pursuant to Sections 157.203(b) or 284.11(b)(2) of the Commission's regulations; provided, however, Dominion shall not report any projects to replace any jurisdictional facilities costing in total, including all labor and capital charges, less than \$2,500. The required notification shall describe the facilities scheduled for construction, the specific location(s) of the facilities, the authority under which the facilities will be constructed and the estimated commencement date of the scheduled construction. Dominion shall provide the notification to the above-designated Commission Staff by e-mail or fax as late as three business-days prior to beginning construction. Provided further, Dominion shall simultaneously file such notifications electronically with the Secretary of the Commission in an appropriate sub-docket designated in this matter. In the event that Dominion reasonably determines that any construction subject to this

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notification requirement is urgently required and that any delay could life, health or property or would adversely affect system operations, may proceed with DOT-required construction that is performed pursuant 2.55(b) or Part 157, Subpart F, including Section 157.17 of the regulations prior to providing the notice required under this event, however, Dominion shall provide the required notification business-days following the beginning of construction.

C. Dominion shall provide a certification under oath, by a responsible corporate official, within six months of the date of a final and non-appealable order approving the Agreement, that Dominion has performed a review of all of its records and attests that, to the best of his knowledge and belief, (a) there are no other uncertificated jurisdictional facilities that are in service or that Dominion has filed for appropriate certificate authority for the facilities, and (b) that Dominion has not physically abandoned any certificated facilities without the requisite NGA Section 7(b) abandonment authority since the effective date of the Dominion-Consolidated Natural Gas merger or that Dominion has filed for appropriate abandonment authority for the facilities. In the event that Dominion identifies any facilities that are in-service but were constructed prior to the effective date of the Dominion-Consolidated Natural Gas merger and where the certificate authority is unclear, Dominion will consult with the Commission's Staff about the issue and may request that the certificated status of certain facilities be clarified in an order or orders issued nunc pro tunc.

D. Dominion shall institute an internal compliance program designed to prevent any unauthorized construction, replacement, up-rating or abandonment of jurisdictional facilities in the future. To that end, Dominion regulatory personnel with knowledge of the Commission's regulations shall meet with Dominion's engineering and storage operations personnel at least once every quarter. At

those

meetings, the operational personnel shall inform regulatory personnel of ongoing and planned construction, replacement, up-rating, or abandonment of projects,

and the regulatory personnel shall inform the operational personnel of any relevant changes in Commission rules or regulations.

15. Dominion will not seek recovery of, nor recover, in any proceeding before the Commission any costs it has incurred to respond to the investigation referenced in Section I of this Agreement.

16. Except for those matters specifically settled herein, nothing in this Agreement shall preclude any action by the Commission under the Natural Gas Act,<sup>16</sup> Commission regulations or orders, or other posting or reporting requirements.

## **V. TERMS**

17. Enforcement and Dominion agree that they enter this Agreement voluntarily and that other than the agreements set forth herein, no tender, offer, or promise of any kind whatsoever has been made by any party to this Agreement, or to any member, employee, officer, director agent, or representative of any such party to enter into this Agreement. They further agree that they intend to settle only those matters referred to in this Agreement and that are within the Commission's jurisdiction and statutory authority to settle.

18. If the Commission does not issue an order which becomes final and non-appealable approving this Agreement in its entirety, without modification, this agreement shall be null and void and of no effect whatsoever and neither Enforcement nor Dominion shall be bound by any provisions or terms, unless they otherwise agree in writing.

19. Should the Commission's order referenced in Section IV, paragraph 14 above, be subsequently modified on appeal in a fashion that modifies this Agreement, this Agreement shall be null and void and of no effect whatsoever and neither Enforcement nor Dominion shall be bound by any of its provisions or terms, unless they otherwise agree in writing.

20. Except as expressly stipulated and acknowledged and agreed herein, neither Enforcement nor Dominion makes or has made any admissions, acknowledgments, or agreements in connection herewith.

21. The undersigned representative of Dominion affirms that she has read the stipulation that all matters set forth herein are true and correct to the best of her knowledge, information and

belief, and that she understands that this Agreement is entered into by Enforcement in express reliance on such stipulation.

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<sup>16</sup>15 U.S.C. § 717f (2002).

22. The provisions of this Agreement are binding on Dominion and its agents, successors, and assigns.

23. Enforcement and Dominion agree that a Commission order approving this Agreement without modification shall be a final and non-appealable order under Section 19 of the NGA.<sup>17</sup> By the Commission order approving this Agreement, Enforcement shall terminate with prejudice its investigation of the matters resolved in this Agreement, and Dominion waives and relinquishes any rights to appeal from or seek further administrative or judicial review by any court of the Commission order approving this Agreement in its entirety, without modification.

24. With the exception of any administrative or civil remedies that may be imposed for failure to comply with the terms of the Agreement, the Commission's final and non-appealable order approving this Agreement constitutes a full and complete settlement of all administrative, civil, or other claims concerning the facts set forth in this Agreement that the Commission has or may have against Dominion or any of its predecessors, officers, directors, or employees, either before the Commission or in the courts.

25. Each of the undersigned warrants that he or she is an authorized representative of the party designated, is authorized to bind such party, and accepts this Agreement on the party's behalf.

Agreed and accepted:

\_\_\_\_\_  
Dennis O' Keefe, Deputy Director  
Investigations & Enforcement, OMOI

\_\_\_\_\_  
Date

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Anne E. Bomar, Esquire, Attorney in Fact  
Dominion Transmission, Inc.

\_\_\_\_\_  
Date

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<sup>17</sup> 15 U.S.C. § 717r (2002).